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FILED

JAN 24 2013

RICHARD W. WICKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN JOSE DIVISION

11 N.R., a Minor,

12 Plaintiff(s),

13 v.

14 SCOTT HARRIS, a San Jose police officer;  
15 SERGEANT DAVIS, a San Jose police  
16 officer; SERGEANT GRANT, a San Jose  
17 police officer; LIEUTENANT WEGER, a San  
18 Jose police officer; ROBERT DAVIS,  
19 individually and in his capacity as Chief of  
20 Police for the City of San Jose; CHRIS  
21 MOORE, individually and in his capacity as  
22 Chief of Police for the City of San Jose; JOHN  
23 DOE and RICHARD ROE, individually and in  
24 their capacities as San Jose police officers, the  
25 true names and exact numbers of whom are  
26 unknown at this time; CITY OF SAN JOSE, a  
27 municipal corporation,

28 Defendant(s).

Case Number: CV 12-04322 EJD

**STIPULATED PROTECTIVE ORDER**

(RE: DOCKET NO. 23)

MODIFIED BY THE COURT

1. **PURPOSES AND LIMITATIONS**

2. Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties

1 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
 2 discovery and that the protection it affords from public disclosure and use extends only to the limited  
 3 information or items that are entitled to confidential treatment under the applicable legal principles. The  
 4 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order  
 5 does not entitle them to file confidential information under seal; Civil Local Rule 79-5 and General  
 6 Order 62 set forth the procedures that must be followed and the standards that will be applied when a  
 7 party seeks permission from the court to file material under seal.

8       2.     DEFINITIONS

9       2.1    Challenging Party: a Party or Non-Party that challenges the designation of  
 10 information or items under this Order.

11       2.2    “CONFIDENTIAL” Information or Items: information (regardless of how it  
 12 is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
 13 of Civil Procedure 26(c).

14       2.3    Counsel (without qualifier): Outside Counsel of Record and House Counsel  
 15 (as well as their support staff).

16       2.4    Designating Party: a Party or Non-Party that designates information or items  
 17 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

18       2.5    Disclosure or Discovery Material: all items or information, regardless of the  
 19 medium or manner in which it is generated, stored, or maintained (including, among other things,  
 20 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
 21 responses to discovery in this matter.

22       2.6    Expert: a person with specialized knowledge or experience in a matter  
 23 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
 24 witness or as a consultant in this action.

25       2.7    House Counsel: attorneys who are employees of a party to this action. House  
 26 Counsel does not include Outside Counsel of Record or any other outside counsel.

27       2.8    Non-Party: any natural person, partnership, corporation, association, or other  
 28 legal entity not named as a Party to this action.

1                   2.9    Outside Counsel of Record: attorneys who are not employees of a party to  
 2 this action but are retained to represent or advise a party to this action and have appeared in this  
 3 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that  
 4 party.

5                   2.10    Party: any party to this action, including all of its officers, directors,  
 6 employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

7                   2.11    Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
 8 Material in this action.

9                   2.12    Professional Vendors: persons or entities that provide litigation support  
 10 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
 11 organizing, storing, or retrieving data in any form or medium) and their employees and  
 12 subcontractors.

13                   2.13    Protected Material: any Disclosure or Discovery Material that is designated as  
 14 "CONFIDENTIAL."

15                   2.14    Receiving Party: a Party that receives Disclosure or Discovery Material from  
 16 a Producing Party.

17                   3.      **SCOPE**

18                   The protections conferred by this Stipulation and Order cover not only Protected Material (as  
 19 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,  
 20 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or  
 21 presentations by Parties or their Counsel that might reveal Protected Material. However, the protections  
 22 conferred by this Stipulation and Order do not cover the following information: (a) any information that  
 23 is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public  
 24 domain after its disclosure to a Receiving Party as a result of publication not involving a violation of  
 25 this Order, including becoming part of the public record through trial or otherwise; and (b) any  
 26 information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party  
 27 after the disclosure from a source who obtained the information lawfully and under no obligation of  
 28

1 confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a  
 2 separate agreement or order.

3       4. **DURATION**

4       Even after final disposition of this litigation, the confidentiality obligations imposed by this  
 5 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
 6 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
 7 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion  
 8 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time

9 limits for filing any motions or applications for extension of time pursuant to applicable law. *FOR A PERIOD  
 10 OF SIX MONTHS AFTER FINAL DISPOSITION OF THIS LITIGATION, THE COURT WILL RETAIN  
 11 5. **DESIGNATING PROTECTED MATERIAL** JURISDICTION TO ENFORCE THE TERMS  
 12 OF THIS ORDER.*

13       5.1     Exercise of Restraint and Care in Designating Material for Protection. Each  
 14 Party or Non-Party that designates information or items for protection under this Order must take care  
 15 to limit any such designation to specific material that qualifies under the appropriate standards. The  
 16 Designating Party must designate for protection only those parts of material, documents, items, or oral  
 17 or written communications that qualify – so that other portions of the material, documents, items, or  
 18 communications for which protection is not warranted are not swept unjustifiably within the ambit of  
 19 this Order.

20       Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to  
 21 be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber  
 22 or retard the case development process or to impose unnecessary expenses and burdens on other parties)  
 23 expose the Designating Party to sanctions.

24       If it comes to a Designating Party's attention that information or items that it designated for  
 25 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
 26 that it is withdrawing the mistaken designation.

27       5.2     Manner and Timing of Designations. Except as otherwise provided in this  
 28 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
 designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents, but  
 3 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
 4 affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a portion or  
 5 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
 6 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents or materials available for  
 8 inspection need not designate them for protection until after the inspecting Party has indicated which  
 9 material it would like copied and produced. During the inspection and before the designation, all of the  
 10 material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party  
 11 has identified the documents it wants copied and produced, the Producing Party must determine which  
 12 documents, or portions thereof, qualify for protection under this Order. Then, before producing the  
 13 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that  
 14 contains Protected Material. If only a portion or portions of the material on a page qualifies for  
 15 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making  
 16 appropriate markings in the margins).

17 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
 18 Designating Party identify on the record, before the close of the deposition, hearing, or other  
 19 proceeding, all protected testimony.

20 (c) for information produced in some form other than documentary and for any other  
 21 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
 22 containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion  
 23 or portions of the information or item warrant protection, the Producing Party, to the extent  
 24 practicable, shall identify the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 26 designate qualified information or items does not, standing alone, waive the Designating Party's right  
 27 to secure protection under this Order for such material. Upon timely correction of a designation, the  
 28

1 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with  
 2 the provisions of this Order.

3       6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4       6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 5 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
 6 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or  
 7 a significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
 8 confidentiality designation by electing not to mount a challenge promptly after the original designation  
 9 is disclosed.

10       6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
 11 process by providing written notice of each designation it is challenging and describing the basis for  
 12 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
 13 recite that the challenge to confidentiality is being made in accordance with this specific paragraph of  
 14 the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin  
 15 the process by conferring directly (in voice to voice dialogue; other forms of communication are not  
 16 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must  
 17 explain the basis for its belief that the confidentiality designation was not proper and must give the  
 18 Designating Party an opportunity to review the designated material, to reconsider the circumstances,  
 19 and, if no change in designation is offered, to explain the basis for the chosen designation. A  
 20 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this  
 21 meet and confer process first or establishes that the Designating Party is unwilling to participate in the  
 22 meet and confer process in a timely manner.

23       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
 24 intervention, ~~THEY SHALL COMPLY WITH THE UNDERSIGNED'S STANDING ORDER  
 25 RE CIVIL DISCOVERY DISPUTES  
 Local Rule 7 (and in compliance with Civil Local Rule 79.5 and General Order 62, if applicable),~~  
 26 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet  
 27 and confer process will not resolve their dispute, whichever is earlier. Each ~~such~~ motion must be  
 28 ~~MUST ATTEST THAT~~ accompanied by a competent declaration affirming that the movant has complied with the meet and

**HAVE BEEN SATISFIED.**

1 confer requirements imposed in the preceding paragraph. Failure by the Designating Party to ~~make~~  
 2 ~~SEEK RELIEF~~  
 3 ~~such a motion including the required declaration~~ within 21 days (or 14 days, if applicable) shall  
 4 automatically waive the confidentiality designation for each challenged designation. In addition, the  
 5 ~~SEEK RELIEF WITH RESPECT TO A~~  
 6 Challenging Party may ~~file a motion challenging~~ a confidentiality designation at any time if there is  
 7 good cause for doing so, including a challenge to the designation of a deposition transcript or any  
 8 ~~DDJR~~ ~~ATTEST THAT~~  
 9 portions thereof. Any ~~action~~ brought pursuant to this provision must be accompanied by a competent  
 10 ~~declaration affirming that the movant has complied with~~ the meet and confer requirements imposed by  
 11 the preceding paragraph. **HAVE BEEN SATISFIED.**

12 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
 13 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
 14 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
 15 Designating Party has waived the confidentiality designation by failing to ~~file a motion to retain~~  
 16 ~~confidentiality~~ as described above, all parties shall continue to afford the material in question the level  
 17 of protection to which it is entitled under the Producing Party's designation until the court rules on the  
 18 challenge.

19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed  
 21 or produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
 22 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the  
 23 categories of persons and under the conditions described in this Order. When the litigation has been  
 24 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
 25 DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location  
 26 and in a secure manner that ensures that access is limited to the persons authorized under this Order.

27 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise  
 28 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose  
 any information or item designated "CONFIDENTIAL" only to:

29 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
 30 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the

1 information for this litigation and who have signed the "Acknowledgment and Agreement to Be  
 2 Bound" that is attached hereto as Exhibit A;

3 (b) the officers, directors, and employees (including House Counsel) of the  
 4 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
 5 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
 7 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to  
 8 Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,  
 11 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
 12 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

13 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
 14 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),  
 15 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
 16 deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound  
 17 by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated  
 18 Protective Order.

19 (g) the author or recipient of a document containing the information or a custodian or  
 20 other person who otherwise possessed or knew the information.

21 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
 22 **OTHER LITIGATION**

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23 If a Party is served with a subpoena or a court order issued in other litigation that compels  
 24 disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party  
 25 must:

26 (a) promptly notify in writing the Designating Party. Such notification shall include  
 27 a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with the subpoena or court  
7 order shall not produce any information designated in this action as “CONFIDENTIAL” before a  
8 determination by the court from which the subpoena or order issued, unless the Party has obtained the  
9 Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking  
10 protection in that court of its confidential material – and nothing in these provisions should be  
11 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive  
12 from another court.

**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a Non-Party  
16 in this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in  
17 connection with this litigation is protected by the remedies and relief provided by this Order. Nothing  
18 in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to produce a  
20 Non-Party's confidential information in its possession, and the Party is subject to an agreement with  
21 the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party that  
23 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
25 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the  
26 information requested; and

27 (3) make the information requested available for inspection by the Non-  
28 Party.

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
10 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
11 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
12 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
13 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
14 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be  
15 Bound" that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
19 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties  
20 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to  
21 modify whatever procedure may be established in an e-discovery order that provides for production  
22 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
23 parties reach an agreement on the effect of disclosure of a communication or information covered by  
24 the attorney-client privilege or work product protection, the parties may incorporate their agreement in  
25 the stipulated protective order submitted to the court.

## 12. MISCELLANEOUS

<sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1                   12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
 2 to seek its modification by the court in the future.

3                   12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
 4 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
 5 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
 6 Party waives any right to object on any ground to use in evidence of any of the material covered by this  
 7 Protective Order.

8                   12.3 Filing Protected Material. Without written permission from the Designating  
 9 Party or a court order secured after appropriate notice to all interested persons, a Party may not file in  
 10 the public record in this action any Protected Material. A Party that seeks to file under seal any  
 11 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected Material  
 12 may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected  
 13 Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a sealing order will issue  
 14 only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade  
 15 secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected  
 16 Material under seal pursuant to Civil Local Rule 79-5(d) and General Order 62 is denied by the court,  
 17 then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-  
 18 5(e) unless otherwise instructed by the court.

19                   **13. FINAL DISPOSITION**

20                   Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
 21 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As  
 22 used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
 23 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the  
 24 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to  
 25 the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
 26 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned  
 27 or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
 28 compilations, summaries or any other format reproducing or capturing any of the Protected Material.

1 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
2 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and  
3 trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if  
4 such materials contain Protected Material. Any such archival copies that contain or constitute  
5 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 Dated: January 23, 2013 RICHARD DOYLE, City Attorney

9 By: /s/  
10 CLIFFORD S. GREENBERG  
11 Sr. Deputy City Attorney  
12 Attorneys for Defendant CITY OF SAN JOSE

13 Dated: January 23, 2013 LAW OFFICES OF ANTHONY BOSKOVICH

14 By: /s/  
15 ANTHONY BOSKOVICH  
16 Attorney for Plaintiffs, N.R., et al.

17 I affirm that Plaintiff's counsel has consented to the electronic filing of this document on  
18 plaintiff's behalf.

19 Dated: January 23, 2013 Respectfully submitted,

20 RICHARD DOYLE, City Attorney

21 By: /s/  
22 CLIFFORD S. GREENBERG  
23 Sr. Deputy City Attorney  
24 Attorneys for Defendant CITY OF SAN JOSE

25 AS MODIFIED BY THE COURT,  
26 PURSUANT TO STIPULATION, IT IS SO ORDERED

27 Dated: 1/24/13

28 12 UNITED STATES DISTRICT JUDGE

MAGISTRATE  
HOWARD R. LLOYD

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was issued by the  
6 United States District Court for the Northern District of California on [date] in the case of  
7 \_\_\_\_\_ [insert formal name of the case and the number and  
8 initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this  
9 Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
10 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
11 disclose in any manner any information or item that is subject to this Stipulated Protective Order to  
12 any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective  
15 Order, even if such enforcement proceedings occur after termination of this action.

16 I hereby appoint \_\_\_\_\_ [print or type full name] of  
17 \_\_\_\_\_ [print or type full address and telephone number]  
18 as my California agent for service of process in connection with this action or any proceedings  
19 related to enforcement of this Stipulated Protective Order.

20 Date:

21 City and State where sworn and signed: \_\_\_\_\_

22 Printed name: \_\_\_\_\_

23 [printed name]  
24 Signature: \_\_\_\_\_ [signature]